



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF MANAGEMENT
SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSCO-826

FOR

CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES

FOR

**THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901**

Deposit	Waived
Performance Bond	Waived

**Date Due: November 12, 2008
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on **October 8, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

REQUEST FOR PROPOSAL #PSCO-826

Bids for Clinic and Long Term Care Facility Laboratory Services for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, **until 11:00 a.m. local time November 12, 2008**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **October 8, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Kathleen Russell at (302) 856-5152.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC826) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN BLD-2ND FLOOR –ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

REQUEST FOR PROPOSAL FOR CLINIC AND LONG TERM CARE FACILITY
LABORATORY SERVICES

FOR
DELAWARE DIVISION OF PUBLIC HEALTH

Availability of Funds

Funds are available for the selected vendor to provide services in the area of **Clinic and Long Term Care Facility Lab Services**. The Contract is for a 36-month period with renewal possible for up to two additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A **mandatory** pre-bid meeting will be required. The meeting will be **October 8, 2008 at 10:00am** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, 1st Floor, Room 198
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting. A ***Letter of Interest*** must be submitted by potential vendors at the October 8, 2008, Pre-Bid Meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Kathleen Russell
Division of Public Health
Georgetown State Service Center, Rm 1102
544 S. Bedford Street
Georgetown, DE 19947

Tel: (302) 856-5355

FAX: (302) 854-2856

Email: Kathleen.russell@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Kathleen Russell is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by Monday, October 6, 2008 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the Internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

REQUEST FOR PROPOSAL FOR CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES

FOR

DELAWARE DIVISION OF PUBLIC HEALTH

RFP Table of Contents		Page
TIME TABLE		8
INTRODUCTION		9
SCOPE OF SERVICES		9
Part A – Clinic Test Specifications		10-15
Monthly Invoice	12	
Medicaid & Medicare Assistance	13	
Cost Per Test	13	
Statistics	13	
Part B – Christiana Care HIV Community Program	15	
PART C – Lead Program & Clinic Test Specifications	15	
PART D – Long Term Care Specifications	17-21	
Monthly Invoice	19	
Cost Per Test	19	
Statistics	20	
Services	21	
SPECIAL TERMS AND CONDITIONS		22
Length of Contract	22	
Subcontractors	22	
Training and Review	22	
Funding Disclaimer Clause	23	
Quality Assurance	23	
Reserved Rights	23	
Termination Conditions	24	
Contract Monitoring	24	
Payment	25	
FORMAT AND CONTENT OF RESPONSE		25
Bidders Signature Form	25	
Title Page	25	
Table of Contents	25	
Qualification and Experience	25	
Bidder References	26	
Proposed Methodology and Work Plan	26	
Statement of Compliance	26	
Standard Contract	27	

BUDGET	27
GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSAL	27
Number of Copies Required	27
Closing Date	27
Notification of Acceptance	28
Questions	28
Amendments to Proposals	28
Proposals Become State Property	28
Non-Interference Clause	28
Investigation of Grantee's Qualifications	28
RFP and Final Contract	29
Proposal and Final Contract	29
Cost of Proposal Preparation	29
Proposed Timetable	29
Confidentiality and Debriefing	30
SELECTION PROCESS	30
Proposal Evaluation Criteria	31
Project Costs and Proposed Scope of Service	32
ATTACHMENT A (BID SHEETS FOR CLINIC AND LONG TERM CARE FACILITY LABORATORY SERVICES)	33
ATTACHMENT B (TEST SUMMARY)	36
ATTACHMENT C (Number of Tests Performed in 2007 for All Clinics Combined and Long Term Care Facilities)	42
ATTACHMENT D (Northern Health Services Clinic Addresses)	54
ATTACHMENT E (Southern Health Services Clinic Addresses)	55
ATTACHMENT F (Christiana Care Community Program Addresses)	56
ATTACHMENT G (Delaware Public Health Laboratory Address)	57
ATTACHMENT H (Long Term Care Facility Addresses)	58
ATTACHMENT I (DPH Program Reporting Requirements)	59
APPENDIX A (BIDDERS SIGNATURE FORM)	64
APPENDIX B (CERTIFICATION SHEET)	66
APPENDIX C (STATEMENTS OF COMPLIANCE FORM)	70
APPENDIX D (Office of Minority and Women Business Enterprise Self-Certification Tracking form)	72
APPENDIX E (DHSS Contract Boilerplate)	75

**REQUEST FOR PROPOSAL FOR CLINIC AND LONG TERM CARE FACILITY
LABORATORY SERVICES**

FOR

DELAWARE DIVISION OF PUBLIC HEALTH

TIME TABLE

Posting on Department of Health and Social Services Request for Proposal Website	September 8 & 15, 2008
Deadline for submission of all questions	October 6, 2008
Written responses faxed or emailed to bidders	On or before October 15, 2008
Pre-bid meeting at Delaware Health and Social Services Herman Holloway, Sr. Social Services Campus Main Administration Building, 1 st Floor, Room 198, 1901 N. Dupont Highway, New Castle, DE 19720	October 8, 2008 at 10:00 AM
Bid Opening	November 12, 2008 at 11:00 AM
Review and Evaluation of Bids	November 13, 2008 – December 12, 2008
Contract Award Notice (Tentative)	December 15, 2008
Contract Negotiations Complete	January 26, 2009
Laboratory Services begin	March 16, 2009

NOTE: A “Letter of Interest” MUST be submitted by potential vendors at the bid meeting.

**REQUEST FOR PROPOSAL FOR CLINIC AND LONG TERM CARE FACILITY
LABORATORY SERVICES**

FOR

DELAWARE DIVISION OF PUBLIC HEALTH

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

B. Project Goals

The Delaware Department of Health and Social Services, Division of Public Health, requests bids from qualified testing laboratories for the purpose of clinical testing services and providing test results to clinics and Long Term Care Facilities. The primary emphasis and concern of this proposal is to provide timely, accurate, and reliable lab tests for clients at various state clinics and patients at Long Term Care Facilities. The award will be made as an entire package. No fragmentation of award will be made. Vendor must bid on the entire proposal.

II. SCOPE OF SERVICES

All components listed in this section are mandatory.

A. CLINIC TEST SPECIFICATIONS – PART A

The successful contractor shall:

1. Provide specimen containers and supplies, preparation, handling, and testing of all specimens collected for testing, unless otherwise noted in this contract, and assure pick up of the specimen collections from Public Health sites on a daily basis. On Fridays and before holidays, specimen collections will be required by 3:30 PM. Clinics recognize the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.
2. Provide detailed description of courier services that will be used to obtain specimens at all sites.
3. Furnish supply items which are defined as all items determined necessary to provide specimens. Note: Required inventory maintenance is defined as an initial supply sufficient to sustain operations plus a 30-day inventory based on test count per site.
4. Provide chemistry/test request form with only Public Health tests listed and with pre-printed clinic account number on form for clinic use. A preferred feature is the use of on-line, printable lab forms for completion by Public Health staff to send with specimens.
5. Provide **24-hour turn around time** after specimen pickup for the following tests:
 - a. Therapeutic drug monitoring
 - b. White blood count and CBC with and/or without Differential
 - c. Serum pregnancy test
6. Provide routine testing results within **48 hours** after specimen pickup.
7. Send final culture reports to the clinic site within **80 hours** of pickup.
8. Report results for each clinic by teleprinter. A minimum of one teleprinter per site is required with the exception of the Kent County Health Unit which requires two (2) teleprinters. Vendor will provide

A. CLINIC TEST SPECIFICATIONS – PART A, continued

teleprinters, telephone lines, and pay monthly charges. Vendor will also provide Clinic staff with online access to test results.

9. Test Results

- a. Establish and maintain a control number on each client and specimen.
- b. Issue a written report to the appropriate authorized individuals following completion of the tests.

The data report shall contain at least:

- The date(s) of collection of the samples, and the date reported
- The clinic's name and account number
- The condition of the specimen as received - was it acceptable or not acceptable.
- The results of each test requested
- High and low flags
- Normal values and values expected
- The client's name, date of birth, social security number and account number.

10. Provide proof of liability insurance in case of injury

11. Provide a copy of the current CLIA lab certificate

12. Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.

13. Invoice client's insurance company directly (i.e., Medicare, Medicaid, private insurance company). Contractor will accept payment in full from insurance claims, and consider amount received as full payment for tests and services rendered. Contractor will bill the Division of Public Health only for client services not covered by insurance. Verification must be provided to the Division for rejected insurance claims.

14. Provide each clinic site with a comprehensive clinical reference guide to include general information and services, specimen

A. CLINIC TEST SPECIFICATIONS – PART A, continued

collection, preparation and handling, guide to completing test request forms, profiles, and billing and insurance information.

15. Report all notifiable diseases and conditions within 48 hours of recognition, except as otherwise noted, to the appropriate DPH surveillance office as required by the Delaware Regulations, Administrative Code, Title 16, 4202 Control of Communicable and Other Diseases. For additional reporting details and the current list of notifiable diseases and conditions, please refer to <http://regulations.delaware.gov/AdminCode/title16/4000/4200/4202.shtml>
16. Assure HIPAA compliant management of in-patient and clinic client data and laboratory test results. Vendor will demonstrate that they have tested electronic protected health information (ePHI) policies and procedures in place, as well as, encryption mechanisms, authentication methods, database security, and so forth. The successful vendor will complete the DHSS Business Associates Agreement as part of the annual contract. (See Appendix E, Contract Boilerplate).
17. MONTHLY INVOICE

Invoice the Division of Public Health for services rendered on clients not covered by insurance programs, Medicare, Medicaid, private insurance, for the tests performed at the rates bid on for this contract. Should clients qualify for coverage under federal programs, or produce proper insurance cards within the allowable time frames as allowed by insurance carrier, bidder will re-bill the insurance carrier and issue a credit to the Division of Public Health for services charged.

Invoice will show test performed, patient name, assessment number, cost per test. Invoice will be by clinic number, and consolidated on a cover sheet.

Under no circumstances should the vendor bill the client for services covered by the contract. The vendor will bill the Division of Public Health using the appropriate account code which exists on every lab form that leaves the respective clinics. The vendor should not bill Public Health clients.

A. CLINIC TEST SPECIFICATIONS – PART A, continued

18. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE

The Division of Public Health will assist contractor in acquiring Medicaid Managed Care, Medicaid and Medicare numbers for clients covered by the contracts.

19. COST PER TEST

The vendor will stipulate the following when bidding on this contract:

- a. Bidder will use bid sheet for **Clinic Laboratory Services** attached in Attachment A. Bidder should fill out the cost per test, and show the discount to be applied to all other tests not listed as being billed to the Division of Public Health.
- b. A current list of tests now being done in the clinics is attached, see Attachment B. Bidder may be required to do additional tests from those listed. Should other tests be required, the rate listed in the rate schedule, less the flat rate discount will apply. Please refer to Attachment C for the Division's test volume in 2007.
- c. Bidder will submit as part of the bid package a professional fee schedule as established by the bidder. A flat rate discount will be applied to all tests not covered under bid that are being billed to Public Health.

20. COMMUNITY HEALTH SERVICES, NORTHERN AND SOUTHERN HEALTH SERVICES CLINIC SITE STATISTICS (See Attachments D and E)

Each month the selected Contractor must provide the Delaware Division of Public Health with:

- a clinic-by-clinic summary report of all tests performed during the previous month;
- an all clinics combined report;
- a Northern Health Services clinics report; and
- a Southern Health Services clinics report.

Statistics must be received within 30 days of the end of each monthly cycle.

A. CLINIC TEST SPECIFICATIONS – PART A, continued

Monthly statistics shall be mailed to:

Division of Public Health
ATTN: Planning & Budget Coordination
Support Services
Jesse Cooper Building, 1st Floor
417 Federal Street
Dover, DE 19901

Northern Health Services (New Castle County sites)
ATTN: County Health Administrator
Limestone Building, 3rd Floor
2055 Limestone Road
Wilmington, DE 19808

Southern Health Services (Kent and Sussex Counties)
ATTN: County Health Administrator
Georgetown State Service Center
544 S. Bedford Street
Georgetown, DE 19947

NOTE: The DPHL should receive the Monthly and Annual reports for All Clinics Combined only. Please see Attachment G.

a. At a minimum, the monthly clinic-by-clinic summary must include:

- The number of tests performed at each clinic, by test
- The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.

b. The monthly combined Southern Health Services (Kent and Sussex clinic sites) and a separate combined Northern Health Services (New Castle and Wilmington clinic sites) must include:

- The number of tests performed at each clinic, by test
- The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.

A. CLINIC TEST SPECIFICATIONS – PART A, continued

- c. The selected vendor will also provide fiscal year-end reports clinic-by-clinic and by Northern Health Services (NHS) and Southern Health Services (SHS). NHS and SHS sites are listed in Attachments D and E.
- d. A monthly PAP test report by test site is required showing the number of specimens tested by Bethesda System 2001 classification results, inadequate, and other. Public Health requires names of clients with abnormal results by test site for case tracking. Therefore, to appropriately identify the client both client name and date of birth are required fields.
- e. All Pap test results will be completed and reported by Bethesda System 2001 classification methodology within 10 working days. Abnormal Paps will be reported by **phone** and teleprinter. A monthly report will be printed by clinic, for each class of Pap tests done. Report should include client name, account number, date of birth, and test result. A report for the monthly rejection rate and reason for the rejection is also required.

21. REPORTING REQUIREMENTS

See ATTACHMENT I for complete reporting requirements.

22. VENDOR LABORATORY ACCESS FOR PUBLIC HEALTH CLIENTS

Public Health reserves the right to send Public Health clients to the vendor's respective lab(s) for specimen draws in the event that the client proves to be a difficult draw.

B. CHRISTIANA CARE COMMUNITY PROGRAM - PART B

The Community Program at Christiana Care offers HIV medical care and social work services for patients living with HIV/AIDS in Kent and Sussex counties.

In addition to meeting the criteria under **CLINIC TEST SPECIFICATIONS – PART A** for the HIV Community Program, the contractor will provide a phlebotomist for the Georgetown Wellness Clinic at Stockley Center in Georgetown eight (8) hours on a weekly basis. Times will be provided by the clinic. Please refer to Attachment F for report mailing addresses.

C. LEAD PROGRAM AND CLINIC TEST SPECIFICATIONS – PART C

The Department of Health and Social Services, Division of Public Health (DPH) is committed to assuring the identification of those children who will benefit from lead poisoning screening and to assuring that they receive the medical services they need. Although most clients now receive blood-lead testing services through their primary health care provider, the uninsured or underinsured clients may use DPH as a resource for blood-lead testing until they are engaged with a permanent health care provider.

DPH assures that all children under the age of six (6) years are provided with the opportunity to receive a blood lead test. Since all clients may not have a medical home or the ability to get to a public health clinic for blood draws, a minimum of two (2) patient service centers per county (New Castle, Kent and Sussex) are required.

The contractor will be required to draw a venipuncture blood sample. The blood draw will be sent to the Division of Public Health State Laboratory, 30 Sunnyside Rd., Smyrna, Delaware via the contractor's Courier Service. The contractor will invoice the Division of Public Health for the blood draw. The bidder will use the Bid Sheet for CLINIC LABORATORY SERVICES to indicate the cost of blood draws to be charged to the Division of Public Health. The Bidder will use the Bid Sheet for CLINIC LABORATORY SERVICES to indicate the cost of confirmation blood lead testing to be charged in the event this service is requested by the Division of Public Health.

- A. The blood draw will be a venipuncture.
- B. Two empty vacutainers from each new lot number (#) will be provided to the Public Health State Laboratory for quality control purposes.
- C. The only vacutainer acceptable will have EDTA as the anti-coagulant.
- D. The blood draw will be ordered by Public Health clinic staff or private providers.

Contractor will complete Public Health LIMS Test requisition form which can be found at <http://www.dhss.delaware.gov/dhss/dph/lab/files/testreq.pdf> or <http://www.dhss.delaware.gov/dhss/dph/lab/labs.html>

C. LEAD PROGRAM AND CLINIC TEST SPECIFICATIONS – PART C, continued

- E. and submit it with the sample to the Delaware Public Health State Lab in Smyrna, DE.
- F. The vendor will provide paper and online access to lead reports to the Delaware Division of Public Health Lead Program Manager and clinic staff. Report format will include client name, sex, age, date of birth; gender, address, phone, physician's name and number; collection sample type; test results; date of collection; date of receipt; and date of report; ordering provider data including name, address, phone, and contact person.

- G. Monthly statistics shall be mailed to:

Lead Program
ATTN: Program Director
Health Systems Protection
Jesse Cooper Building, 2nd Floor
417 Federal Street
Dover, DE 19901

D. LONG TERM CARE LAB TESTING – PART D

The successful contractor shall:

1. Provide a phlebotomist to meet Long Term Care facilities needs. Regularly scheduled draws to be specified by Long Term Care facilities management for Emily P. Bissell (EPBH), Governor Bacon Health Center (GBHC), and Delaware Hospital for the Chronically III (DHCI) facilities.
2. Utilize pathologists that are members of the College of American Pathologists or other appropriate accrediting body. Prior to phlebotomist making first draw, the successful bidder will provide documentation to Long Term Care Facility management staff.
3. Provide specimen containers and supplies, chemistry test/request form, preparation, and label specimens.

4. Provide stat testing 24 hours a day, 7 days a week, on a call coverage basis. All stat testing will be performed by vendor.

- a. Vendor must respond within one hour of the call.

D. LONG TERM CARE LAB TESTING – PART D, continued

- b. Stat test result requires a four-hour test result reporting time.

5. Provide routine testing results within 24 hours after specimen pickup.

6. Send preliminary cultures reports in 80 hours from pick up for blood, fungal and any “problem” cultures, with final reports to follow upon completion.

7. Report results by teleprinter and online for each Long Term Care Facility. One teleprinter will be provided for each nursing care unit. Vendor will provide teleprinter, telephone line, and pay monthly charges.

8. Test Results

- a. Establish and maintain a control number on each client and specimen.
 - b. Issue a written report to the appropriate authorized individuals following completion of the tests.
 - c. Telephone critical/panic values to the appropriate nursing unit on day shift or the nursing supervisor on off-shifts as soon as the results are confirmed, with a hard copy faxed to the clinic site.
 - d. Provide a monthly infection surveillance summary report for each Long Term Care Facility.

The report shall contain at least:

- Date(s) of collection of the samples, and the date reported
- Long Term Care facility’s name and account number
- Condition of the specimen as received - was it acceptable or not acceptable?
- Results of each test requested
- High and low flags
- Normal values and expected values

- Client's name, date of birth, social security number and account number
- Nursing unit and room number

D. LONG TERM CARE LAB TESTING – PART D, continued

9. Provide annual antibiogram showing percentage of each bacteria species resistant and susceptible to different antibiotics.
10. Provide proof of liability insurance in case of injury.
11. Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.
12. Provide each Long Term Care Facility site's nursing unit, nursing supervisor's office and nursing administrative office with a comprehensive clinical reference guide which will include the bidder's general information and services; specimen collection, preparation and handling procedures; and its guide for how to complete test request forms, profiles, and billing and insurance information.
13. Provide phone numbers, pager and cellular numbers of at least two or more company representatives that will be able to answer questions concerning tests, turn-around times, or billing questions relative to the lab services contract.

14. MONTHLY INVOICE

Provide Monthly invoice which will include client name, social security number, test performed, test number, cost of test, and all pertinent information necessary to convert data into UB92 Billing Information Invoice.

15. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE

Long Term Care Facilities will provide the successful bidder with Medicaid Managed Care, Medicaid, and Medicare numbers for clients covered by the contract.

16. COST PER TEST

The prospective contractor will:

D. LONG TERM CARE LAB TESTING – PART D, continued

- a. Use the bid sheet for Long Term Care Facilities attached in Attachment A. Bidder should fill out the cost per test, and show the discount to be applied to all other tests not listed if billed to the Division of Public Health, Long Term Care Facilities.
- b. Submit a professional fee schedule as established by the bidder as part of the bid package. A flat rate discount will be applied to all tests not covered under bid that are being billed to Long Term Care Facilities.

17. LONG TERM CARE STATISTICS

Selected contractor must provide a monthly summary of tests performed during the month by each Long Term Care Facility to the Delaware Division of Public Health and each Long Term Care Facility. Statistics must be received within 30 days of the end of each monthly cycle. Refer to Attachment H.

Monthly statistics will be mailed to:

Delaware Division of Public Health
ATTN: Support Services
Planning & Budget Coordination
417 Federal Street
Dover, DE 19902

Governor Bacon Health Center
P.O. Box 559
Delaware City, DE 19706

Emily P. Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE 19808-2300

Delaware Hospital for the Chronically Ill
30 Sunnyside Road
Smyrna, DE 19977

At a minimum the summary must include:

- a. Number of tests performed at each Long Term Care Facility, by test number.

D. LONG TERM CARE LAB TESTING – PART D, continued

- b. Total cost of tests at each Long Term Care Facility, to whom the costs were billed (i.e., Medicaid Managed Care, Medicaid, Medicare, private insurance), and total, combined dollar amount billed to Long Term Care Facilities.

18. Services

The successful contractor will ensure that all Vendor's staff members including phlebotomists and couriers comply with:

- a. DHSS Long Term Care residential facilities Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law; <http://regulations.delaware.gov/AdminCode/title16/3000/3201.shtml>
- b. all Medicaid and/or Medicare-certified Long Term Care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) federal regulations (42 CFR) and State Operations Manual for such facilities; and
- c. all applicable HIPAA regulations.

Any contractual employee having contact with residents will be required to supply a copy of and the vendor will also be required to have on file a copy of the Service Letter check of the employee's employment history with current and previous employers. The purpose of the check will be to identify any misconduct by the employee in the areas of violence, threats of violence, abuse and/or neglect. The employee will also be required to authorize the vendor to have on file an Adult Abuse Registry check and a Child Abuse Registry check.

All contractual employees having contact with residents will be required to attend a training session regarding resident Abuse, Neglect, Mistreatment, Misappropriation of Property or Significant injury. The training session will be conducted at the appropriate facility by facility staff.

Before beginning work at a facility all contractual employees must present documented evidence of a recent Mantoux tuberculin skin test (PPD).

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is **36** months with the possibility of renewal for up to two additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will be permitted for this project. If the vendor plans to use a subcontractor, this information must be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and the subcontractor's qualifications to provide such service(s). Subcontractors must be CLIA certified. Copies of the Subcontractor's certification must be provided to the agency prior to the contract award.

For example, some tests may require outside consultation. Or due to advanced technology, specific tests may be performed at an outside lab to obtain proper results for the client. The vendor will advise clients when such actions are required. Also, STAT testing may be performed by subcontractors providing the subcontractor selected by the successful vendor is CLIA-certified and a copy of the certification is on file.

Subcontractors will be held to the **same** requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

C. Training and Review

Within 30 days of contract execution, the representative will visit each clinic site and each Long Term Care Facility site for distribution of "User Friendly" comprehensive clinical reference guides. Following the initial

visit, the representative will make visits every three months for updates of manual, quality assurance issues and procedures for tests (specimen collection manual). Representative must be available to sites to resolve quality assurance issues. Vendor will be required to provide in-service training on ICD-9/ICD-10 codes and other service related problems, including forms and Medicaid issues, as required, by each Clinic or Long Term Care facility.

D. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

E. Quality Assurance

1. Contractor must provide testing and specimen rejection policy as it relates to each test identified in the contract.
2. On a six (6) month basis, the contractor will identify, by clinic site and Long Term Care Facility site, the number and reason of test types rejected.
3. Contractor must meet all applicable CLIA amendment regulations, and provide a copy of the current CLIA lab certificate.
4. Contractor must be able to provide testing which will provide accuracy to a confidence level according to the Centers for Medicare and Medicaid Services (CMS).
5. Contractor must define its continuous Quality Improvement program including, but not be limited to, the procedures, frequency, percentage, and sample selection criteria. Contractor must participate in each Long Term Care facility's Quality Assurance Improvement Panel program according to that facility's plan.

F. Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: November 12, 2008 at 11:00am**).

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of

these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

E. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

F. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

G. Statements of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

H. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit the Bid Sheet for Clinic Laboratory Services and the Bid Sheet for Long Term Care Facilities, in lieu of a line item budget, describing the cost per test. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) signed originals and six (6) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building
Second Floor, Room 259
1901 North duPont Highway
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

B. Closing Date

All responses must be received no later than **November 12, 2008 at 11:00 a.m.** Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to: Kathleen Russell, Division of Public Health, Georgetown State Service Center, Room 1102, 544 S. Bedford Street, Georgetown, DE 19947. Fax number: (302) 854-2856. E-mail: Kathleen.russell@state.de.us. Deadline for submission of all questions is **October 6, 2008**. Written responses will be faxed or emailed to bidders no later than **October 15, 2008**. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

F. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

G. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

H. Investigation of Grantee's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish

the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

K. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

L. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
Bid Opening	November 12, 2008 at 11:00 AM
Selection Process Begins	November 13, 2008
Vendor Selection	December 15, 2008
Project Begins	March 16, 2009

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions	Pass/Fail
Understanding of the requirements and ability to provide the service.	30
1. Qualifications of vendor	10
a. Current CLIA certification	
b. References with contact information	
c. Demonstrates capacity to deliver services	
2. Inclusion of all requested elements	10
a. Submission of required forms	
b. Report formats	
3. Available resources	10
a. Number and location of Patient Service Centers	
Methodology Proposed	35
1. Services proposed fit needs as expressed in RFP	15
a. Invoicing procedures	
b. Reporting schedule	
2. Proposed activities follow a logical sequence	10
3. Time line for trainings	10
Cost proposal	35
1. Bid Sheets	20
2. Professional Fee Schedule	15

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

ATTACHMENT A

BID SHEETS

FOR

CLINIC LABORATORY TESTS

AND

LONG TERM CARE FACILITIES

Bid Sheet for CLINIC LABORATORY SERVICES

State of Delaware – Division of Public Health

Bid Form for CLINIC LABORATORY SERVICES Contract # _____

Name of Bidder: _____
Mailing Address: _____
Mailing Address: _____
City, State, Zip: _____

**Below are the tests in which Public Health requests a firm price per test.
 These prices will be valid for the duration of the contract.**

TEST

COST Per TEST

Blood Lead (Pediatric)	_____
Comprehensive Metabolic Panel + 8 AC	_____
Metabolic Panel (13) Comprehensive	_____
Comp Blood Count with Differential Platelet	_____
Comp Blood Count, Diff (SP. PLATE)	_____
Glucose – Fasting	_____
Glucose, Plasma	_____
HBV Prevac Profile	_____
HBV XI – Vac follow up	_____
Helper T-Lymphocytes Marker CD4	_____
Hepatitis A Antibody Igm	_____
Hepatitis C Virus Antibody	_____
Hepatitis Panel	_____
HIV-1 RNA by PCR, Quantitative	_____
HIV-1 Ultrasens	_____
HIV-1 Western Blot	_____
In pouch TV	_____
Lipid Panel and Chol/HDL ratio	_____
Pap Smear	_____
Pap Smear – Thin Prep Reflex High Risk HPV (ASC-US)	_____
Phlebotomy – Single Draw	_____
Poc Kit, HSV2 Rapid Test	_____
Pregnancy, hCG Beta Subunit, QUAL, Serum	_____
Prolactin	_____
TB Panel(delete)	_____
Testosterone – Free & Total	_____
Thyroid Panel with TSH	_____
T-Lymphocyte Helper/Suppressor	_____
Toxoplasma – IGG +IGM	_____
Urinalysis – Routine	_____
Yeast Culture	_____
Estradiol, Adult	_____
Hepatic Function Panel	_____
Hemoglobinopathy Evaluation (Hgb electrophoresis & partial CDC)	_____
Thin Prep with High Risk HPV (over age 30 years)	_____
Secondary Amenorrhea Panel (FSH, LH, prolactin, thyroid panel)	_____
PSOC panel (estradiol & testosterone)	_____
Hemoglobin A1C	_____

Bid Sheet for LONG TERM CARE FACILITIES

State of Delaware – Division of Public Health

Bid Form for LONG TERM CARE FACILITIES

CONTRACT # _____

Name of Bidder: _____
Mailing Address: _____
Mailing Address: _____
City, State, Zip: _____

Below are the tests in which Public Health requests a firm price per test.
These prices will be valid for the duration of the contract.

TEST

COST Per TEST

Albumin, Serum	_____
CBC With Differential/Platlets	_____
Basic Metabolic Panel (BMP)	_____
Digoxin	_____
Electrolytes (NA, K, Cl, CO ₂)	_____
Hemoglobin A1C	_____
Hepatitis Panel	_____
Lipid Panel	_____
Magnesium	_____
Metabolic Panel, 8 Basic	_____
Metabolic Panel, 14 Comprehensive	_____
Blood Urea Nitrogen; Bun _____	
Creatinine, serum _____	
Electrolyte panel _____	
Occult Blood, Stool	_____
Phlebotomy – Single Draw	_____
Phosphorous	_____
Potassium	_____
Prealbumin	_____
Prostate Specific Antigen (PSA)	_____
Prothrombin Time with INR	_____
Thyroid Panel with TSH	_____
T4 & T3	_____
Urinalysis, Complete	_____
Urinalysis, Routine	_____
Urine Culture, Routine	_____

ATTACHMENT B

TEST SUMMARY

TEST	DESCRIPTION
Amylase, Serum Synonyms AML Specimen Serum	
Complete Blood Count (CBC) With Differential Synonyms CBC Specimen Whole blood	Differential count, hematocrit; hemoglobin, mean corpuscular volume (MCV); mean corpuscular hemoglobin (MCH); mean corpuscular hemoglobin concentration (MCHC); percentage and absolute counts; platelet count; red cell count; white blood cell count
Comprehensive Metabolic Panel + 8 AC	Glucose, Serum Uric Acid, Serum BUN Creatinine, Serum BUN/Creatinine Ratio Sodium, Serum Potassium, Serum Chloride, Serum Calcium, Serum Phosphorus, Serum Protein, Total, Serum Albumin, Serum Globulin, Total A/G Ratio Bilirubin, Total Alkaline Phosphatase, Serum LDH AST (SGOT) ALT (SGPT) GGT Iron, Serum Cholesterol, Total Triglycerides
Follicle-Stimulating Hormone (FSH) and Luteinizing Hormone (LH) Synonyms FSH and LH; LH and FSH; Luteinizing Hormone (LH) and Follicle-Stimulating Hormone (FSH) Specimen Serum	Test Includes Follicle-stimulating hormone (FSH) and luteinizing hormone (LH)
Genotype	HIV Genotype
Genotype with Virtual Phenotype	HIV Genotype + Virtual Phenotype
Genotype	HIV-1 Genotyping for drug resistance to PRI and RTI

TEST	DESCRIPTION
Glucose, Serum Synonyms Blood Sugar; Glu Specimen Serum	
Gynecologic Pap Smear, 1 Slide Synonyms Cervical/Vaginal Smear; Genital Cytology; Papanicolaou Smear; Vaginal Cytology	
Gynecologic Pap Smear, Liquid-Based Preparation Synonyms Mono-Layer Pap Smear; Pap Smear, Gynecologic; ThinPrep, Pap Test System	
Helper T-Lymphocyte Marker CD4 Specimen Whole Blood	CBC; absolute CD4+ (helper/inducer); absolute lymph count; percentage of CD4+
Hemoglobin (hgb) Solubility Synonyms Hb S; Hemoglobin S; Sickle Cell Preparation; Sickle Cell Solubility Test; Sickle Cell Test; Sickledex TM, Sickle Prep	
Hepatitis A Antibody, IgM Synonyms Antibody to Hepatitis A Virus, IgM; Anti-HAV, IgM; HAVAb, IgM Specimen Serum or plasma	
Hepatitis C Virus Antibody Synonyms Antibody to Hepatitis C, Anti-HCV Specimen Serum or plasma	
Hepatitis Panel Synonyms HP Specimen Serum or plasma	Hepatitis A antibody, total; hepatitis B core antibody, total; hepatitis B surface antibody, hepatitis B surface antigen; hepatitis C virus antibody
Hepatitis Profile X (HBV) Prevacination Profile Synonyms HBV Prevacination (Profile X) Specimen Serum or plasma	Antibody to B surface antigen (anti-HBs); B surface antigen (HbsAg); antibody to B core antigen, IgM (anti-HBc, Igm); antibody to B core antigen (anti-HBc); interpretation

TEST	DESCRIPTION
Human Chorionic Gonadotropin (hCG), Beta Subunit, Qualitative, Serum Synonyms Beta Subunit, hCG; hCG, Beta Subunit, Qual, Serum; Pregnancy Test, Serum Specimen Serum	
Human Chorionic Gonadotropin (hCG) Quantitative	
Human Immunodeficiency Virus 1 (HIV01) RNA, Quantitative Synonyms HIV-1 Plasma Viremia; HIV-1 RNA by PCR, Quantitative Specimen Blood plasma, CSF	Serial monitor report

TEST	DESCRIPTION
In Pouch TV	
Lead, Blood (Pediatric) Synonyms Pb blood Specimen Whole blood	
Lipid Panel and Chol/HDL Ratio Specimen Serum	Cholesterol, Total Triglycerides HDL Cholesterol VLDL Cholesterol Cal LDL Cholesterol Cal T. Chol/HDL Ratio
Metabolic Panel (13), Comprehensive Synonyms CMP13; Comprehensive Metabolic Panel Specimen Serum	Albumin; albumin/globulin (A/G) ratio (calculation); alkaline phosphates; aspartate aminotransferase (AST); bilirubin, total; BUN; BUN/creatinine ratio (calculation); calcium; carbon dioxide, total; chloride; creatinine; globulin, total (calculation); glucose; potassium; protein, total; sodium
Poc Kit, HSV2 Rapid Test	
Prolactin Specimen Serum	
TB Panel	Creatinine, glucose, serum, uric acid, serum, BUN, Ca++, serum, Phosphorus, Serum, Protein, Total, Serum, Cholesterol, Total, Albumin, serum, bilirubin, total alkaline phosphatase, serum, LDH, AST,ALT,GGT

TEST	DESCRIPTION
Testosterone, Free (Direct), Serum (With Total Testosterone) Synonyms Free Testosterone (Direct) and Total, Serum; Testosterone, Free/Tot/Direct Specimen Serum	Total testosterone
Thyroid Panel With TSH Synonyms Thyroid Profile B Specimen Serum	Free thyroxine index (FTI); thyroid hormone binding ratio (t3 uptake); thyroid-stimulating hormone (TSH), high sensitivity; thyroxine (t4)
Urinalysis, Routine (With Microscopic Examination on Positives) Synonyms Routine Urinalysis; UA, Routine Specimen Urine (random)	Color, appearance, specific gravity, pH, protein, glucose, ketones, occult blood, leukocyte esterase, nitrite, bilirubin, and urobilinogen. These tests are done on all routine urinalysis ordered and if protein; leukocyte, occult blood nitrite, and turbidity are all negative a microscopic is not performed; just the above parameters are reported out.
Yeast Culture	

ATTACHMENT C

**NUMBER OF TESTS PERFORMED IN 2007 FOR
ALL CLINICS COMBINED
AND
ALL LONG TERM CARE FACILITIES COMBINED**

State of Delaware – Division of Public Health
Number of Clinic Tests Performed in 2007
All Clinics Combined

Test Name	Volume
CHOLESTEROL,TOTAL	4669
GGT	4016
LDH, TOTAL	4016
COMP METAB PNL	4010
URIC ACID	4010
PHOSPHORUS,INORGANIC	4009
TPPT W/RFX HPV	2508
TRIGLYCERIDES	1180
HDL-CHOLESTEROL	1172
CBC (DIFF/PLT)	1128
LYMPH SUBSET 5PNL	916
HIV-1 RNA QN PCR ULT	698
CYTO,THINPREP PAP	541
MISC\OTHER TESTS	508
PATH REVIEW, LIQ PAP	459
HPV HR	344
GLUCOSE, SERUM	335
DRAW FEE, PSC SPEC.	233
HIV-1 RNA,QUANT PCR	225
TSH	157
HCG, SERUM, QUAL	113
LEAD (B)	106
CYTOPATH, GYN 1	99
T-4 (THYROXINE)	87
T-3 UPTAKE	82
HEP B SURF AG W/CONF	61
HEP B SURFACE AB QL	60
HEP B CORE AB, TOTAL	57
HEP C AB	54
AST	52
ALT	52
BILIRUBIN, TOTAL	50
ALKALINE PHOSPHATASE	50
HEP A AB, TOTAL	47
HIV-1 GENOTYPING PRI	45
HIV-1 GENOTYPING RTI	45
PROTEIN, TOTAL	43
HEP B CORE IGM	42
CALCIUM	42
CREATININE	39
UREA NITROGEN (BUN)	39
TESTOSTERONE F&T	35
HEP A IGM AB	34
URINALYSIS SCREEN	33
TOXO IGG AB	32
TOXO IGM EIA	31
PROLACTIN	30
HIV-1 PR/RT DNA SEQ	26

State of Delaware – Division of Public Health
Number of Clinic Tests Performed in 2007
All Clinics Combined, **continued**

Test Name	Volume
HEMOGLOBINOPATHY	24
FSH	18
PATH REVIEW	18
HEMOGLOBIN A1C	16
HEPATIC FUNC PNL	16
LUTEINIZING HORMONE	14
LIPASE	13
AMYLASE	13
IV-PATH, G&M, TC, 1 SP	10
IV-PATH, G&M, PC, 1 SP	10
HCV RNA BY PCR, QT	8
HEPTIMAX (TM)	1
PRO TIME WITH INR	1
ALBUMIN	1
Total	36783

State of Delaware – Division of Public Health
Number of Clinic Tests Performed in 2007
All Long Term Care Facilities Combined

Total number of tests (test codes = 342 tests / Total volume (sum of all) = 23,848 tests.

Test Code	Test Name	Sum Of CY2007
205	ACETONE (B)	1
213	IMMUNOFIX (U)	8
223	ALBUMIN	229
231	ALK PHOS ISOENZYMES	1
234	ALKALINE PHOSPHATASE	10
235	A-1-ANTITRYPSIN	1
236	AMIKACIN	3
237	AFP, TUMOR (CHIRON)	12
243	AMYLASE	20
249	ANA W/RFX	15
255	ANTI-DSDNA AB, EIA	5
259	MITOCHONDRIAL W/REFL	1
263	SMOOTH MUSC RFX/TIT	2
285	BILIRUBIN,DIRECT	3
287	BILIRUBIN, TOTAL	2
294	UREA NITROGEN (BUN)	188
303	CALCIUM	11
306	CALCIUM, IONIZED	4
310	CARBON DIOXIDE	1
311	CAROTENE	2
318	CATECHOLAMINES, FRAC	1
326	CERULOPLASMIN	1
329	CARBAMAZEPINE, TOTAL	58
330	CHLORIDE	1
334	CHOLESTEROL,TOTAL	400
347	FACTOR VIII ACTIVITY	1
351	COMPLEMENT C3C	3
353	COMPLEMENT C4C	3
361	COOMBS, DIRECT	2
367	CORTISOL, TOTAL	8
368	CHLORIDE, 24 HOUR UR	1
374	CK, TOTAL	21
375	CREATININE	194
381	CREATININE (U)	1
389	CULTURE, BLOOD	61
394	CULTURE, THROAT	22
395	CULTURE, ROUTINE UR	667

396	HCG, TOTAL (U) QL	1
403	CMV IGG AB, EIA	1
410	DHEA,PL,RIA	1
415	DIFF CT, MANUAL	25
418	DIGOXIN	81
427	ERYTHROPOIETIN	2
443	ALCOHOL, ETHYL (B)	1
449	FATTY ACIDS, FREE	1
457	FERRITIN	189
466	FOLATE,SERUM	145
467	FOLATE, RBC	1
470	FSH	3
482	GGT	5
483	GLUCOSE, SERUM	57
484	GLUCOSE, PLASMA	7
496	HEMOGLOBIN A1C	501
497	GRAM STAIN	21
498	HEP B SURF AG W/CONF	44
499	HEP B SURFACE AB QL	11
500	G-6-PD (B)	1
501	HEP B CORE AB, TOTAL	4
502	HAPTOGLOBIN	4
508	HEP A AB, TOTAL	3
509	HEMATOCRIT	255
510	HEMOGLOBIN (B)	262
512	HEP A IGM AB	32
521	HGH	1
539	IMMUNOGLOBULIN A	4
543	IMMUNOGLOBULIN G	3
545	IMMUNOGLOBULIN M	3
549	IMMUNOFIXATION	11
555	HEP BE AG	2
571	IRON, TOTAL	7
593	LDH, TOTAL	6
606	LIPASE	13
608	HDL-CHOLESTEROL	400
613	LITHIUM	55
615	LUTEINIZING HORMONE	2
622	MAGNESIUM	64
660	MYOGLOBIN	1
673	OCCULT BLD, FECES 1	355
677	OSMOLALITY	21
678	OSMOLALITY (U)	5

681	OVA AND PARASITE	3
689	CULTURE, VIRUS	7
690	CHLAMYDIA CULTURE	1
706	ROTAVIRUS AG DETECT.	1
708	PHENOBARBITAL	65
713	PHENYTOIN	338
718	PHOSPHATE (AS PHOS.)	47
723	PLATELET COUNT	33
733	POTASSIUM	58
734	POTASSIUM, 24 HOUR UR	1
746	PROLACTIN	3
747	PROTEIN ELECTRO.	28
750	PROTEIN ELECTRO. (U)	3
751	PRIMIDONE	25
754	PROTEIN, TOTAL	8
757	TP 24HR W/ CREAT	9
763	PTT, ACTIVATED	42
793	RETICULOCYTE CELL CT	56
795	AB SCR RFX ID/TITER	1
799	RPR MONITOR W/REFL	40
809	SED RATE BY MOD WEST	134
822	AST	56
823	ALT	56
836	SODIUM	3
838	SODIUM, 24 HOUR UR	1
852	BET-2-MICRO,SR	2
859	T-3, TOTAL	13
861	T-3 UPTAKE	181
866	T-4, FREE	90
867	T-4 (THYROXINE)	285
873	TESTOSTERONE, TOTAL	4
878	THEOPHYLLINE	9
891	TRANSFERRIN	24
896	TRIGLYCERIDES	403
899	TSH	486
905	URIC ACID	26
916	VALPROIC ACID	296
917	VANCOMYCIN	2
927	VITAMIN B12	155
931	VITAMIN E	1
937	WBC	30
967	T-3, REVERSE	1
978	CEA	21

1715	TP RAND UR W/ CREAT	7
1759	HEMOGRAM/PLT	477
2179	DRUG SCR 10-20 +	0
2649	CULT.HERPES W/TYPING	1
3020	UA,COMP W/RFL CULTURE	153
3021	CULT,UR,CATH COLLECT	96
3189	PHENYTOIN, FREE	26
3190	SPECIFIC GRAVITY (U)	3
3259	DRAW FEE, PSC SPEC.	10
3260	HOUSE CALL & DRAW	3957
3679	TOXO IGG AB	1
3812	PICK UP FEES, STAT	0
3930	FECAL LEUKOCYTE STN	2
3960	T.VAGINALIS CULTURE	1
3967	FECAL FAT, QUAL	2
3968	CULT,YEAST W/DIR KOH	1
4021	ESTRADIOL	1
4112	FTA-ABS	1
4407	C.DIFFICILE CULTURE	1
4418	RHEUMATOID FACTOR	13
4420	CRP	27
4446	CULTURE,AEROB/ANAER	4
4456	DIFFERENTIAL CT (B)	2
4469	ANAEROBIC CULT. W/GS	7
4475	CULTURE, CAMPYLOBAC.	11
4477	CULTURE, EAR, EXT.	1
4480	CULTURE, EYE, EXT.	207
4482	CULTURE,NP/NASAL	77
4550	CULTURE, AEROBIC BAC	401
4553	CULT,FUNGUS,OTHER	3
4554	CULTURE, AFB	3
4556	CULTURE,SPUTUM/LOWER RESP	42
4558	CULTURE, GENITAL	20
4605	CULT,FUNGUS,SKIN	8
4662	CARDIOLIPIN IGG AB	1
4663	CARDIOLIPIN IGM AB	1
4729	VITAMIN D, 1-25	3
4847	PREALBUMIN	307
4848	HEP B CORE IGM	36
5233	HIV-1 AB BY WBA	3
5363	PROSTATE SPECIFIC AG	64
5463	UA, COMPLETE	261
5489	RFL-MICR(INC)	156

5509	AMMONIA (P)	26
5704	COMP C3C4	3
6399	CBC (DIFF/PLT)	1290
6449	*HIV-1 SCR(REFL)	17
6517	MICROALB/CREAT RATIO	51
6635	COMP DRUG,(U)	1
6646	LYME AB-WB CONFIRM	1
7008	HEMOGRAM	2
7079	LUPUS ANTICOAG W/RFL	4
7286	BILIRUBIN,FRAC.	1
7352	CARDIOLP G/M/A	1
7573	IRON, TOTAL, & IBC	153
7577	GLOB,TOT W A/G RATIO	1
7832	SJOGREN'S ANTIBODIES	1
7846	PINWORM ID, 2 SPEC	1
7909	UA, REFLEX	206
7943	CREATININE CLEARANCE	10
8293	DIRECT LDL	5
8340	FRUCTOSAMINE	34
8347	POTASSIUM RAND UR	1
8360	LYMPH SUBSET 5PNL	42
8369	HEP B DNA	3
8396	HCG, SERUM, QUANT	2
8435	HCG, SERUM, QUAL	0
8459	CREATININE, RAND UR	1
8467	RSV AG,EIA	1
8472	HEP C AB	49
8477	GLUCOSE, GEST. SCR.	1
8525	PROTEIN ELECTRO.	2
8563	UA, MICROSCOPIC	2
8579	VANCOMYCIN,TR	21
8659	D-DIMER	1
8794	OCCULT BLD, FECES 3	1
8801	SCREEN FOR S. AUREUS	208
8812	CYCLOSP TR FPIA	3
8821	TTG IGA	3
8837	PTH,INTACT & CALCIUM	30
8847	PRO TIME WITH INR	680
10019	CULTURE,SALM/SHIG	11
10073	HCV RNA QUANT.TMA	1
10124	CARDIO CRP	5
10157	PSA, MEDICARE	1
10165	BASIC METAB PNL	1023

10231	COMP METAB PNL	710
10237	GC DNA, PCR	1
10238	CHLAMYDIA/GC DNA,PCR	1
10256	HEPATIC FUNC PNL	272
10314	RENAL FUNC PNL	37
10537	PLASMA RENIN ACTIV	1
10600	CMV DNA,QT,PCR	1
10662	MYCOPHENOLIC ACID, S	1
11015	SURFACE LIGHT CHAINS	2
11173	CCP AB IGG	6
11228	GLIADIN IGA	1
11234	KAPPA/LAMBDA W/RATIO	1
11290	FECAL IMMUNOCHEM	3
11293	FECAL IMMUNOCHEM MED	9
11320	PROTEIN, TOTAL	1
14600	CHROM, HEMATOLOGIC	1
14962	METANPH.24 HR URINE	1
15061	KAPPA LIGHT CHAIN,FREE	1
15111	PHOSPHOLIPID NEUT	1
15126	D TEST	116
15142	LEVETIRACETAM	68
15544	NORWALK LIKE VIRUS	3
16101	JAKE MUTATION PLASMA	3
16102	*JAK2 MUTATION CELL	1
17181	ALDOSTERONE,LC/MS/MS	1
17303	CHLAMYDIA SDA	1
17304	NG SDA	1
17305	CT/NG SDA	5
17306	VIT D 25OH LC/MS/MS	18
19728	HIV1/2 AB SCR W/RFLS	13
19791	DRVVT 1:1 MIX	1
20253	CBC (DIFF/PLT)W/SMEAR RVW	1
29256	CA125	1
29407	H.PYLORI IGG AB	4
29421	DRUG SCR 10 + ETOH	1
29891	SED RATE MANUAL WEST	1
30509	VDRL, SERUM	1
31348	PSA FREE & TOTAL	2
31789	HOMOCYSTEINE,CARDIO	2
34181	HBV DNA PCR, QUAL	1
34205	HIV-1 RNA,QUANT PCR	12
34220	HIV-1 RNA QN PCR ULT	31
34388	BASIC METAB PNL W/O CA	14

34392	ELECTROLYTE PANEL	238
34429	T-3, FREE	3
34856	MISC-ATHENA	1
34857	MISC-ATHENA	1
35436	LIPOPROTEIN ELEC	1
35441	OCCULT BLD, 1	123
35489	HEMOGLOBINOPATHY	5
35645	HCV RNA BY PCR, QT	16
35945	CULT, RAPID FLU A&B	9
36126	RPR(DX)REFL FTA	33
36127	TSH W/REFL FT4	50
36170	TESTOSTERONE, FR&TOT	3
36189	CARDIOLP SC/RF	1
36203	RPR TITER	1
36209	ANA TITER&PATTERN	5
36423	CORTISOL FREE	3
36504	HEP A AB,W/REFL IGM	2
36559	HCV RNA BY PCR,QL	8
36573	LUPUS ANTICOAG HEX	3
36637	OXCARBAZEPINE	3
36721	AMIODARONE	8
37056	ANTI HISTONE AB	1
37077	CORTISOL, FREE-TOTAL	6
37092	ANTI-DSDNA,RFX,TITER	1
37129	VRE SCREEN	21
37212	C DIFF TOXIN A&B	57
37386	BRAIN NATRI. PEPTIDE	36
37419	ANTIBODY PANEL X 1	1
37498	ENA,SCL 70,SSA,SSB	1
37811	HCV GENOTYPE LIPA	1
38914	ANCA SCREEN	1
1AE	ORG ID 1	130
1AE1	WOUND SUSC-1	129
1AE2	WOUND SUSC-2	63
1AE3	WOUND SUSC-3	14
1AE4	WOUND SUSC-4	3
1AE5	WOUND SUSC-5	1
1BD	ORG ID 1	42
1BD1	SUSC-1	41
1CU2	SUSC-2	15
1CU3	SUSC-3	4
1CU4	SUSC-4	1
1EY	ORG ID 1	123

1EY1	SUSC-1	77
1EY2	SUSC-2	11
1FID	FUNGAL ISOLATE ID	2
1FUC	ORG ID 1	3
1GE	ORG ID 1	4
1GE1	SUSC-1	3
1IC1	SUSC-1	7
1ID1	SUSC-1	1
1NA	ORG ID 1	30
1NA1	SUSC-1	30
1SA	ORG ID 1	86
1SC1	STOOL SUSC-1	1
1SP	ORG ID 1	20
1SP1	SUSC-1	20
1SP2	SUSC-2	2
1UR	ORG ID 1	332
1UR1	URINE SUSC-1	340
1UR2	URINE SUSC-2	39
1UR3	URINE SUSC-3	9
1UR4	URINE SUSC-4	1
1YSC	ORG ID 1	1
2AC	ORG ID 2	1
2AE	ORG ID 2	64
2CU	ORG ID 2	15
2EY	ORG ID 2	21
2FO	ORG ID 2	1
2ID	ORG ID 2	1
2SA	ORG ID 2	1
2SP	ORG ID 2	2
2UR	ORG ID 2	43
3AE	ORG ID 3	22
3CU	ORG ID 3	4
3EY	ORG ID 3	4
3UR	ORG ID 3	9
4AE	ORG ID 4	3
4CU	ORG ID 4	1
5AE	ORG ID 5	2
CU1P	PRESUMPTIVE ID 1 M	11
CU2P	PRESUMPTIVE ID 2 M	8
CU3P	PRESUMPTIVE ID 3 M	1
CU4P	PRESUMPTIVE ID 4 M	1
UR1P	PRESUMPTIVE ID 1 M	112
UR2P	PRESUMPTIVE ID 2 M	2

UR2P	PRESUMPTIVE ID 2 M	3
UR2P	PRESUMPTIVE ID 2 M	6
UR3P	PRESUMPTIVE ID 3 M	5
UR4P	PRESUMPTIVE ID 4 M	3

ATTACHMENT D

Northern Health Services Clinic Addresses

APPOQUINIMINK STATE SERVICE CENTER

120 Silverlake Road
Middletown, DE 19709

PORTER PUBLIC HEALTH UNIT

Porter State Service Center
509 West 8th Street
Wilmington, DE 19801

NORTHEAST PUBLIC HEALTH UNIT

Northeast State Service Center
1624 Jessup Street
Wilmington, DE 19802

MIDDLETOWN PUBLIC HEALTH UNIT

215 North Broad Street
Middletown, DE 19709

HUDSON PUBLIC HEALTH UNIT

Hudson State Service Center
501 Ogletown Road
Newark, DE 19711

A suffix after the account name is used to identify the accounts.

SRH	=	Sexual and Reproductive Health
TB	=	Tuberculosis
AH	=	Adult Health
PN	=	Prenatal
CH	=	Child Health
WC	=	Wellness Clinic

ATTACHMENT E

Southern Health Services Clinic Addresses

KENT PUBLIC HEALTH UNIT

Williams State Service Center
805 River Road
Dover, DE 19901

MILFORD PUBLIC HEALTH UNIT

11-13 N. Church Street Milford
Milford, DE 19963

SEAFORD PUBLIC HEALTH UNIT

Shipley State Service Center
350 Virginia Avenue
Seaford, DE 19973

Pyle Health Unit

Pyle State Service Center
Rt. 2 Box 281-1
Omar-Roxana Road
Frankford, DE 19945

SUSSEX COUNTY HEALTH UNIT

Georgetown State Service Center
544 S. Bedford Street
Georgetown, DE 19947

And One Non-Public Health Site Address

DELAWARE STATE UNIVERSITY

1200 N. DuPont Highway
Dover, DE 19901

A suffix after the account name is used to identify the accounts.

SRH	=	Sexual and Reproductive Health
TB	=	Tuberculosis
AH	=	Adult Health
PN	=	Prenatal
CH	=	Child Health
WC	=	Wellness Clinic

ATTACHMENT F

Christiana Care Community Program Addresses (HIV/AIDS Medical Services)

Christiana Care HIV Community Program (Georgetown Wellness Clinic)

Stockley Campus
26351 Patriots Way
102 Lloyd Lane
Georgetown, DE 19947

Christiana Care HIV Community Program (Kent Wellness Clinic)

Delaware Hospital for the Chronically Ill (DHCI) Campus
100 Sunnyside Road
Smyrna, De 19977

ATTACHMENT G

Delaware Public Health Laboratory Address

Delaware Public Health Laboratory (DPHL)
30 Sunnyside Road
Smyrna, DE 19977

NOTE:

DPHL should receive the Monthly and Annual reports for ***All Clinics Combined*** only.

ATTACHMENT H

Long Term Care Facility Addresses

EMILY P. BISSELL HOSPITAL
3000 Newport Gap Pike
Wilmington, DE 19808-2300

85 Operating Beds
Licensed as both Skilled
Nursing Facility &
Intermediate Care Facility

GOVERNOR BACON HEALTH CENTER
P.O. Box 559
Delaware City, DE 19706

90 Operating Beds
Intermediate Care Facility

DELAWARE HOSPITAL FOR THE CHRONICALLY ILL
30 Sunnyside Road
Smyrna, DE 19977

230 Operating Beds
Skilled Nursing Facility &
Intermediate Care Facility

ATTACHMENT I

DIVISION OF PUBLIC HEALTH (DPH)

PROGRAM

REPORTING REQUIREMENTS

DPH Laboratory Report Matrix

Report Name	Send To	Frequency	Mode	Format
Clinic-by-Clinic Summary	<p>Division of Public Health ATTN: Planning & Budget Coordination Support Services Jesse Cooper Building, 1st Floor 417 Federal Street Dover, DE 19901</p> <p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator Limestone Building, 3 rd Floor 2055 Limestone Road Wilmington, DE 19808</p> <p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 15
<p>All Northern Health Services (NHS) All Clinics Report</p> <p>All Tests by Volume, and All Tests by Cost</p>	<p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator Limestone Building, 3 rd Floor 2055 Limestone Road Wilmington, DE 19808</p>	Monthly and Annual	Paper and/or electronic attachment	See page 43
<p>Southern Health Services (SHS) All Clinics Report</p> <p>All Tests by Volume, and All Tests by Cost</p>	<p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 43
Long Term Care Summary Report	See Attachment H	Monthly and Annual	Paper and/or electronic attachment	See page 20
Lead Program Report	<p>Attn: Lead Program Director Division of Public Health 417 Federal Street Dover, DE 19901</p>	Monthly and Annual	Paper and/or electronic attachment	See page 17

DPH Laboratory Report Matrix, continued

Report Name	Send To	Frequency	Mode	Format
Family Planning Annual Report (FPAR) Cervical Cancer Screening Activities	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 741-2985 FAX: (302) 741-2995 Norman Clendaniel Norman.clendaniel@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 55
Family Planning Annual Report (FPAR) Unduplicated Number of Family Planning Users Tested for Chlamydia by Age and Gender	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 741-2985 FAX: (302) 741-2995 Norman Clendaniel Norman.clendaniel@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 55
Family Planning Annual Report (FPAR) Number of Gonorrhea, Syphilis, and HIV Tests	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901 Phone: (302) 741-2985 FAX: (302) 741-2995 Norman Clendaniel Norman.clendaniel@state.de.us	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 56
Laboratory Monthly Report	Attn: STD Director, 540. S. duPont Hwy Suite 12 Room 200L Dover, DE 19901 Phone: (302) 744-1063 FAX: (302) 739-2548 Cathy Mosley Cathy.Mosley@state.de.us	Monthly	Electronic Attachment	See page 56

Division of Public Health Program-Specific Reports

I. Family Planning Reports-Cervical Cancer Screening Activities

Cervical Cancer Screening Activities

SCREENING ACTIVITY		Number of Users or Number of Tests (a)
1	Unduplicated number of users who obtained a Pap test	
2	Number of Pap tests performed	
3	Number of Pap tests with an ASC or higher result	
4	Number of Pap tests with an HSIL or higher result	

Date Submitted: _____

Reporting Period: January 1, 200_____ through December 31, 200_____

or Quarter: _____ through _____
(Month/day/year)(Month/day/year)

II. Family Planning Reports – Chlamydia Tests

Unduplicated Number of Users Tested for Chlamydia by Age and Gender

Age Group (Years)		Number of users	
		Female Users (a)	Male Users (b)
1	Under 15		
2	15–17		
3	18–19		
4	20–24		
5	25 and over		
6	Total Users (sum rows 1 to 5)		

Date Submitted: _____

Reporting Period: January 1, 200_____ through December 31, 200_____

or Quarter: _____ through _____
(Month/day/year)(Month/day/year)

II. Family Planning Reports – Number of Gonorrhea, Syphilis, and HIV Tests

Number of Gonorrhea, Syphilis, and HIV Tests

Test Type		Number of Tests		Total Tests (Sum Cols A + B) (c)
		Female (a)	Male (b)	
1	Gonorrhea			
2	Syphilis			
3	HIV – All confidential tests			
4	HIV – Positive confidential tests			
5	HIV – Anonymous tests			

III. Sexually Transmitted Diseases

Laboratory Monthly Report for Sexually Transmitted Diseases

(Provide in Excel Spreadsheet)

Date of Collection	Specimen Number	Patient Name	Patient ID number	Site Name	Laboratory Service	Service Code	Payee	Amount Charged
11/28/07 Sample entry	12345	Doe, Jane	6789	KCHU -STD	Thin prep	XXX	DPH	\$XYZ.00

APPENDIX A

BIDDERS SIGNATURE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____
DELIVERY DAYS/COMPLETION TIME: _____
F.O.B.: _____
TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX B
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working

solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that _____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

APPENDIX D

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DPH CONTRACT # _____
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:
 - a) Comprehensive General Liability \$1,000,000 and
 - b) Medical/Professional Liability \$1,000,000/ \$3,000,000 or

- c) Misc. Errors and Omissions \$1,000,000/\$3,000,000 or
- d) Product Liability \$1,000,000/\$3,000,000

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any

other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs

or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the

reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix ____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E. Authorized Signatures:

For the Contractor:

Name

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Jaime H. Rivera, MD, FAAP
Director

Date

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor:

Address:

Phone: _____

E.I. No.: _____

2. Division: _____

3. Service:

4. Total Payment shall not exceed _____.

5. Source of Contract Funding:

_____ Federal Funds

_____ State Funds

_____ Other Funds

_____ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually) .

Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

APPENDIX C

BUSINESS ASSOCIATE AGREEMENT¹

This Business Associate Agreement (“Agreement”), effective as of the _____ day of _____, 200__, is entered into by and between _____, (“Covered Entity”) and _____ (“Business Associate”)

WHEREAS, in conjunction with the provision of certain healthcare services, Covered Entity receives and creates certain individually identifiable health information (“Protected Health Information”) the creation, transmission, disclosure and dissemination of which must be protected as confidential information;

WHEREAS, in conjunction with the provision of certain healthcare services to Covered Entity under an agreement dated the _____ day of _____, _____, (“Original Contract”) Business Associate has access to and is involved in the creation, transmission, disclosure and dissemination of such Protected Health Information.

WHEREAS, the Covered Entity and Business Associate wish to comply with the provisions of 45 C.F.R. §160.101 et seq. (“Privacy Regulations”) and 45 C.F.R. §164.308 et seq. (“Security Regulations”) regarding the appropriate use and disclosure of Protected Health Information;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate hereby agree as follows:

1. **Definitions.** The terms used in this Business Associate Agreement (“Agreement”) shall have the same meaning as those terms are used in HIPAA, 45 CFR § 160 et seq. and 45 CFR § 164.308 et seq.
2. **Permitted uses and Disclosures of Protected Health Information.** Business Associate will not use or further disclose any Protected Health Information except in the provision of services to Covered Entity as specifically authorized under the Original Contract, including without limitation any use or disclosure which would violate the provisions of the Privacy Regulations. Notwithstanding the foregoing, Business Associate may use and disclose Protected Health Information to provide data aggregation services related to the healthcare operations of Covered Entity. Business Associate may also use and disclose Protected Health Information in the proper management and administration of Business Associate and to carry out its legal responsibilities, provided that the use and disclosure is either required by law or Business Associate obtains

¹ The entities must enter into a memorandum of understanding with the business associate that contains terms that accomplish the objectives of paragraph (a) (2)(i) of section §164.314 or if other law contains requirements applicable to the business associate that accomplish the objectives of paragraph (a)(2)(i) of section §164.314

reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of information has been breached.

3. **Responsibilities of Business Associate.** Business Associate will:

- (a) Not use or further disclose Protected Health Information other than as permitted or required by the Original Contract or as required by law, including without limitation, the Privacy Regulations and any applicable State law;*
- (b) Use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in the Original Contract;
- (c) Implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (d) Report to Covered Entity any use or disclosure of Protected Health Information not provided for in the Original Contract of which it becomes aware;
- (e) Ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information. Further any agent or subcontractor must agree to implement reasonable and appropriate safeguards to protect electronic protected health information.
- (f) Make available for inspection and copying Protected Health Information to an individual about such individual in accordance with 45 C.F.R. § 164.524;
- (g) Make available Protected Health Information to an individual about such individual for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- (h) Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528;
- (i) Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS to whom the authority involved has been delegated for purposes of determining the Covered Entity's compliance with privacy Regulations; and
- (j) At termination of the Original Contract, if feasible, return all Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associates still maintains in any form and retain no copies of such Protected Health information or, if return is not feasible, extend the protections of the Original Contract and this Agreement to the information and limit further uses and disclosures to those purposes that make the return of the protected Health Information infeasible.

4. Other Arrangements

(a) If a business associate is required by law to perform a function or activity on behalf of a covered entity or to provide a service described in the definition of business associate as specified in §160.103 of this subchapter to a covered entity, the covered entity may permit the business associate to create, receive, maintain or transmit electronic protected health information on its behalf to the extent necessary to comply with the legal mandate without meeting the requirements of (a) (2) (1) of §164.314, provided that the covered entity attempts in good faith to obtain satisfactory assurances as required by paragraph (a)(2)(ii)(A) of §164.314, and documents the attempt and the reasons that these assurances cannot be obtained.

(b) The covered entity may omit from its other arrangements authorization of the termination of the contract by the covered entity, as required by paragraph (a)(2)(i)(D) of §164.314 if such authorization is inconsistent with the statutory obligations of the covered entity or its business associate.

5. **Termination of Agreement.** This Agreement and the Original Contract may be terminated by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this Agreement. The provisions of Paragraphs 1 and 2 hereof shall survive any termination of this Agreement and/or the Original Contract.

6. **Miscellaneous.** This Agreement contains the final and entire agreement of the parties and supersedes all prior and/or contemporaneous understandings and may not be modified or amended unless such modification is in writing and signed by both parties and their successors, administrators and permitted assigns. All personal pronouns used in this Agreement whether used in masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa. Titles of Paragraphs are utilized for convenience only and neither limit nor amplify the provisions of this Agreement itself. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____